Carlo Lizza & Sons Paving, Inc. 200 Winding Rd Old Bethpage, NY 11804

Subcontractor Agreement HW2CR15CW HW2CR14B HW2CR14C

THIS AGREEMENT made and entered into this day of April 9th 2014, by and between Carlo Lizza & Sons Paving, Inc. and A&B Contractors Inc. (herein referred to as the "Subcontractor") and applies to all work entered into from here on until terminated in writing by both parties. The contractor, sub-contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Subcontractor shall perform all of the following:

Item#	Description	Quantity	Unit Price	Total Price
	Flaggers	unknown	\$30.00/HR	

The Subcontractor agrees that the installation of all materials shall be in accordance with the manufactures, Architects and/or Engineers recommendation, and the highest workmanships is to be maintained throughout the duration of the construction period. All materials used shall be new of first quality; no substitution or deviation from approved materials shall be made without prior written approval from the Construction Manager, Civil Engineer and the Architect of Record. All work will be considered complete upon approval of the Owner, Civil Engineer, Architect of Record and, any changed in this contract must be submitted in writing and approved by Carlo Lizza & Sons Paving, Inc

1) To the fullest extent permitted by law, the Subcontractor shall indemnify, Hold harmless and defend Carlo Lizza & Sons Paving, Inc., its principals, Shareholders and officers against any and all losses, claims, suits, actions, demands, damages, liabilities, and expenses, including but not limited to attorney's fees and all other cost of defense, by reason of the work, act, omission or other liability imposed by law or otherwise upon Carlo Lizza & Sons Paving, Inc. for damages because of bodily injuries, including death, at any time resulting there from, sustained by any person or persons, including Subcontractor's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of the Subcontractor's work or from any of the acts or omissions on the part of the Subcontractor, in whole or in part, its employees, agents, representatives,, material man, suppliers, and/or sub-contractors, or anyone directly or indirectly employed by the subcontractor, while acting on their behalf, (excluding only liability created by the sole and exclusive negligence of Carlo Lizza & Sons Paving, Inc.) If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to

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DATE: 4-1-15 PROJECT NAME: CITYWIDE MILLING LOCATION QUEENS CONTRACTORS NAME: CARLO LIZZA & SONS PAVING INC. CONTRACT NUMBER HW2CR15CW 200 WINDING ROAD OLD BETHPAGE, NEW Y YORK 11804 ADDRESS TELEPHONE NUMBER: 516 938 2566 EMPLOYEES SIGNATURE TIME OUT TIME IN TRADE EMPLOYEE NAME SS# FLAGGER PETER ASCOLES FLAGGER TROY CAMPBELL LAQUAN COWAN FLAGGER FLAGGER ERIC PAUL FLAGGER 471 WILLIAM RICH FLAGGER OSEPH TOMPSON Wilton Brown

CARLO LIZZA & SONS PAVING INC. CONTRACT HW2CR14C FLAGGERS SIGN IN SHEETS

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